

February 07, 2012

30199
16

PROJECT MANUAL

**CLAY ELECTRIC COOPERATIVE, INC.
NEW DISTRICT OFFICE
PROJECT NUMBER 11-1300**

1659 S.W. State Road 47
Lake City, Florida



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Structural Engineers
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Eng, Denman & Associates
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Landscape Architects
LC0000033
Phone (352) 335-1896 Fax (352) 373-6407

File No. 3702.060

SET NO. 7

BID DOCUMENTS

[Signature]
3/5/12



TABLE OF CONTENTS

Division.....	Section Title	Pages
---------------	---------------------	-------

BIDDING AND CONTRACTUAL CONDITIONS

CONTRACTUAL CONDITIONS

B.....	Instructions to Bidders.....	B-1 thru B-5
C.....	Bid (Form of Proposal).....	C-1 thru C-3
D.....	List of Subcontractors	D-1
E.....	Bid-Bond	E-1 thru E-2
F.....	Owner-Contractor Agreement	F-1
G.....	Performance Bond	G-1 thru G-2
H.....	General Conditions	H-1
I.....	Supplementary Conditions	I-1 thru I-6
J.....	Payment Forms.....	J-1 thru J-2
K.....	Direct Purchase Procedures.....	Not Used
L.....	Contract Specifications and Drawings	L-1 thru L-2

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01100	Summary.....	4
01250	Contract Modification Procedures	2
01270	Unit Prices.....	2
01290	Payment Procedures.....	4
01310	Project Management and Coordination	6
01320	Construction Progress Documentation	5
01330	Submittal Procedures	13
01500	Temporary Facilities and Controls	7
01600	Product Requirements.....	7
01770	Closeout Procedures.....	6
01781	Project Record Documents	3
01782	Operation and Maintenance Data.....	8

DIVISION 2 - SITE CONSTRUCTION

02230	Site Clearing	5
02300	Earthwork.....	12
02361	Termite Control	4
02821	Chain-link Fences and Gates	5
02825	Automatic Vehicle Gates	8

DIVISION 3 - CONCRETE

03300	Cast-In-Place Concrete	16
-------------	------------------------------	----


 3/15/12

Division.....	Section Title	Pages
---------------	---------------------	-------

DIVISION 4 - MASONRY

04810	Unit Masonry Assemblies	11
-------------	-------------------------------	----

**SPUTO and LAMMERT
ENGINEERING, LLC**

STRUCTURAL ENGINEERS
10 SW 1st Ave., Gainesville, FL 32601

Phone: 352-378-0448

Thomas Sputo, Ph.D., P.E.

Florida PE # 39142, TX # 6855

DIVISION 5 - METALS

05500	Metal Fabrications	7
05521	Pipe and Tube Railings	6

DIVISION 6 - WOOD AND PLASTICS

06100	Rough Carpentry	9
06160	Sheathing	4
06176	Metal-Plate-Connected Wood Trusses	6
06402	Interior Architectural Woodwork	8

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07210	Building Insulation	5
07214	Foamed-In-Place Masonry Wall Insulation	3
07411	Metal Roof Panels	12
07620	Sheet Metal Flashing and Trim	9
07920	Joint Sealants	7

DIVISION 8 - DOORS AND WINDOWS

08110	Steel Doors and Frames	10
08211	Flush Wood Doors	5
08311	Access Doors and Frames	4
08331	Overhead Coiling Doors	10
08411	Aluminum-Framed Entrances and Storefronts	10
08710	Door Hardware	21
08800	Glazing	9

DIVISION 9 – FINISHES

09111	Non-Load-Bearing Steel Framing	2
09215	Gypsum Veneer Plastering	7
09220	Portland Cement Plaster	6
09310	Ceramic Tile	10
09511	Acoustical Panel Ceilings	6
09651	Resilient Floor Tile	6
09680	Carpet	6
09911	Exterior Painting	7
09912	Interior Painting	7

DIVISION 10 - SPECIALTIES

10101	Visual Display Surfaces	6
10155	Toilet Compartments	4
10431	Signage	4
10522	Fire Extinguisher Cabinets	5
10523	Fire Extinguishers	3
10801	Toilet and Bath Accessories	6

John V. B.
3/5/12

Division.....	Section Title	Pages
---------------	---------------------	-------

DIVISION 11 – EQUIPMENT

11132	Projection Screens	5
11160	Loading Dock Equipment	3

DIVISION 12 – FURNISHINGS

Not Used

DIVISION 13 - SPECIAL CONSTRUCTION

13125	Metal Building Systems	22
-------------	------------------------------	----

DIVISION 14 – CONVEYING SYSTEMS

Not Used

DIVISION 15 - MECHANICAL

15005	Mechanical General	
15020	Codes and Standards	
15030	Mechanical Related Work	
15105	Pipes and Pipe Fittings	
15110	Valves	
15120	Piping Specialties	
15135	Vibration Isolation	
15150	Supports, Anchors, and Seals	
15160	Mechanical Identification	
15170	Access Doors	
15180	Testing, Cleaning, and Sterilization of Piping Systems	
15190	Excavation and Backfill	
15205	Insulation for Plumbing Equipment and Piping	
15210	Insulation for HVAC Equipment and Piping	
15230	Exterior Insulation for Ductwork	
15405	Potable Water System	
15410	Soil, Waste and Vent System	
15415	Acid Waste and Vent System	
15430	Plumbing Fixtures, Equipment, Trim & Schedule	
15440	Gas System	
15700	Outside Air Preconditioning Units	
15710	Split System Air Conditioning Units	
15715	Ductless Split System Air Conditioning Units	
15810	Fans	
15840	HVAC Metal Ductwork	
15855	Ductwork Accessories	
15860	Grilles, Registers and Ceiling Diffusers	
15880	Roof-Mounted Air Intakes and Vents	
15908	HVAC Sequence of Operation - Unitary Equipment	
15915	Electric Controls	
15970	Startup Requirements for HVAC Systems	
15985	Testing and Balancing of Mechanical Systems	



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 3/5/12

Division.....	Section Title	Pages
---------------	---------------------	-------

DIVISION 16 - ELECTRICAL

- 16005 Electrical General
- 16020 Codes and Standards
- 16030 Electrical Related Work
- 16100 Basic Electrical Materials and Methods
- 16101 Electrical Identification
- 16103 Grounding and Bonding
- 16105 Excavation and Backfill
- 16107 Service Entrance Methods and Materials-Underground
- 16112 Fuses 600 Volts and below
- 16120 Enclosed Switches and Circuit Breakers
- 16150 Lighting Control Devices
- 16170 Wiring Devices
- 16200 Standby Electrical System
- 16202 Emergency Power Generation - Gas Engine Driven
- 16207 Automatic Transfer Switches-Contactor Type
- 16420 Panelboards
- 16510 Occupancy Sensors
- 16520 Interior Lighting
- 16731 Fire Detection and Alarm System-Addressable
- 16900 Work Required for Equipment Furnished By Other Divisions



SECTION B - INSTRUCTIONS TO BIDDERS**A-1 PROJECT MANUAL TERMINOLOGY:**

DEFINITION OF TERMS: All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 or in other Contract Documents are applicable to these Instructions to Bidders. Whenever in this Project Manual the following terms (or pronouns which replace these terms) are used, their intent and meaning shall be interpreted as follows:

OWNER: Clay Electric Cooperative, Inc.
P.O. Box 308
Keystone Heights, Florida 32656

ARCHITECT: The firm of Brame Architects, 606 N.E. First Street, Gainesville, Florida 32601, Phone 352/372-0425, Fax 352/372-0427, acting directly or through a duly authorized representative.

CONTRACTOR: Any individual, firm, partnership or corporation entering into an Agreement to furnish materials and labor for the Work specified herein.

PROJECT REPRESENTATIVE OR INSPECTOR: An authorized representative of the Architect assigned to assist the Architect in carrying out his responsibilities at the project site.

SUBCONTRACTOR: Any individual, firm, partnership or corporation entering into an Agreement to furnish materials and labor for the Work specified herein.

BIDDER: Any individual, firm, partnership or corporation submitting a Proposal for the work contemplated.

BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids. The Bidding Requirements consist of the Advertisement and/or Invitation to Bid, Instructions to Bidders, the Bid Form and other sample bidding and contract forms.

PROPOSAL: A Bid for the work contemplated which the Bidder shall submit on approved forms.

DRAWINGS: Graphic and pictorial documents showing the design, location and dimensions of the elements of a project. When capitalized, Drawings refer to the "Contract Documents" drawings.

PROJECT MANUAL: The volume of documents bound together containing the Instructions to Bidders, Schedule of Values Form, General Conditions, Supplementary Conditions, Payment Forms and Technical Specifications, all as listed in the Project Manual Table of Contents.

CONTRACT: The "Contract" is composed of the Contract Documents as defined and listed in the Agreement together with the Agreement.

ADDENDA: Written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

ALTERNATE: An alternative type of material or system, an alternative method of construction or an increase or decrease in the scope of the project as specifically indicated on the drawings and/or in the Project Manual. An Alternate Bid is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid for the alternate work.

APPLICATION FOR PAYMENT: Statement of amounts claimed by Contractor as payments due on account of work performed or materials suitably stored.

A-2 BIDDER'S REPRESENTATIONS:

Each Bidder, by making his Bid, represents that:

The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.

The Bidder has visited the site, has become familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the proposed Contract Documents.

The Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

A-3 FAMILIARITY WITH LAWS:

The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

A-4 SALES TAX:

The Contractor is required to pay Florida Sales and Use Taxes on all materials purchased for this project.

A-5 PROGRESS PAYMENTS:

Based on Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner will make monthly progress payments to the Contractor as provided in the Agreement. Refer to Article 9, AIA General Conditions, Supplementary Conditions and to "Schedules, Reports, Payments" under DIVISION 1 of the specifications.

A-6 LOCAL LICENSES, PERMITS AND FEES:

The Contractor shall obtain all licenses, permits, inspections, service connections, etc. necessary for the prosecution of the work; and shall make all work conform to all applicable Codes, ordinances and regulations. The Contractor shall make arrangements for all regulatory agency inspections.

A-7 ALTERNATES:

If the Owner wishes to learn the relative or additional construction cost of an alternative method of construction, an alternative use of a type of material or an increase or decrease in the scope of the project, these items will be defined as alternates and will be specifically described by the drawings and/or specifications. Alternates will be listed in the Proposal Form in such a manner that the Bidder shall be able to clearly indicate what sums he will add to (or deduct from) the Base Bid. Refer to the section on ALTERNATES, DIVISION 1, for detailed description of alternates (if any).

A-8 ADDENDA:

In case the Architect finds it expedient to supplement, modify or interpret any portion of the Bidding Documents during the Bidding period, such procedure will be accomplished by the issuance of written Addenda to the Bidding Documents, which will be delivered or mailed to all prospective Bidders at the respective addresses furnished for such purposes. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued. Receipt of Addenda shall be acknowledged in the Proposal Forms.

A-9 INTERPRETATION OF BIDDING DOCUMENTS:

Bidders and sub-bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. No interpretation of the meaning of Drawings, Specifications or other Bidding Documents and no correction of any apparent ambiguity, inconsistency or error therein will be made to any Bidder orally. When possible requests for such interpretation or correction should be in writing, addressed to the Architect. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents.

Only the interpretation or correction so given by the Architect in writing shall be binding; and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the Bidding Documents.

A-10 MATERIALS FIGURED IN BIDS:

Where a particular system, product or material is specified by name, it will be considered as the standard basis for bidding and as the most satisfactory for its particular purpose in the building. No substitution will be considered unless written request has been submitted to the Architect for approval at least ten days prior to the date for receipt of bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation. If the Architect approves a proposed substitution, bidders will be notified of such approval by Addendum. Materials, equipment or products so approved prior to bidding shall be considered equal to and subject to the same conditions as products specified.

Requests for substitutions after the receipt of bids shall be strictly in accordance with the requirements of section on PRODUCT REQUIREMENTS, DIVISION 1.

If the bidder desires to propose an alternative material, product, equipment or method of construction, this may be done under the following conditions:

First: To insure a uniform basis for bidding, base the submitted proposal on the particular system, product or material specified or approved by Addendum prior to bidding. The low Bidder will be determined on this basis.

Second: The Bidder shall include in the space provided in the Form of Proposal at the time of submission, a list of the particular systems, products or materials the Bidder wishes to substitute and, directly opposite each such item, the amount he or she will deduct from the Base Bid if such substitution is approved by the Owner and the Architect prior to the signing of a Contract.

If no deduction from the base estimate is allowed by the Bidder for such substitutions, he or she shall so state, opposite the item involved. Substitutions so submitted shall include any and all adjustments of that or any other work affected thereby.

Such substitutions will be permitted and adopted only upon the authorization of the Owner and the written approval of the Architect.

A-11 TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The Agreement will require a fixed time for completion of the Work, with provisions for liquidated damages for failure to so complete. Refer to General and Supplementary Conditions for requirements for Time of Completion and Liquidated Damages.

A-12 GENERAL QUALITY AND STANDARDS:

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished Work.

The interests of the Owner, the General Contractor and others concerned with the Work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the Work will be carried out.

General requirements for the quality of the Work, when not otherwise covered in more specific detail in the specifications, will be governed by certain trade standards as described in the section on "Standards and Quality Control" of the technical specifications.

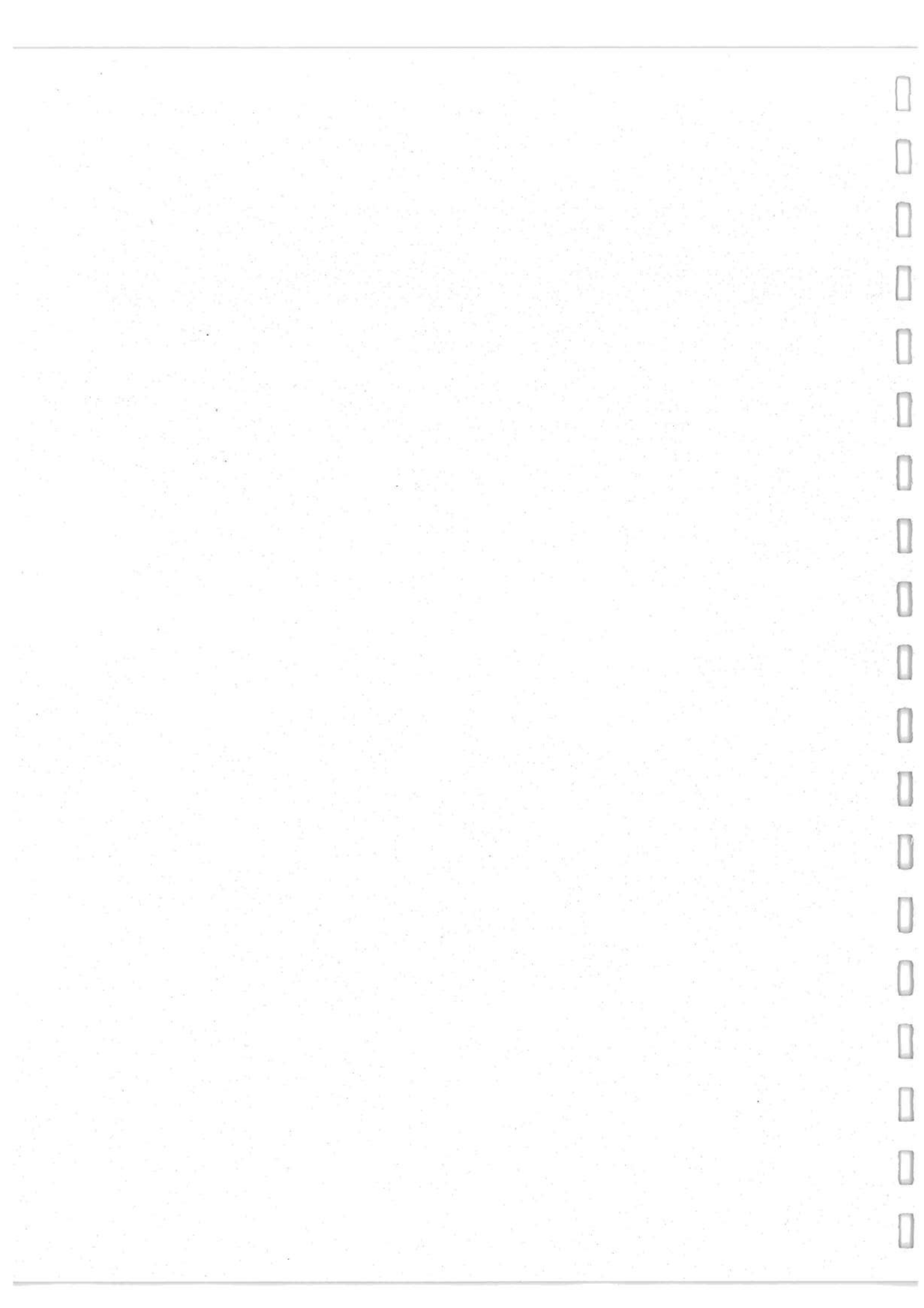
These specifications consider the project as a whole and assume its completion under a general Contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the General Contractor by others are assumed to be matters governed by agreement between the General Contractor and his subcontractors and suppliers and not by agreement between the Owner and any subcontractor or supplier.

Various sections of the construction specifications are intended to govern only the quality of Work and/or materials incidental to the particular branch of Work mentioned in the section title. Sections are not intended as itemizations of the Work or materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The organization of the specifications is for convenience only, and such organization implies no assumption by the Architect of the responsibility of arbitrator in establishing subcontract limits or in allotting portions of the Work to various subcontractors.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the Work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule; are listed in the specifications; or are reasonably inferred by either or a combination of both.

END OF SECTION B



SECTION C - BID (FORM OF PROPOSAL)

(To be copied onto Contractor's business letterhead)

Date_____
Bid Date_____
Bid Time

If the Bidder wishes to make last-minute modifications to his proposal, the following spaces may be used:

TO THE BASE BID:

ADD \$ _____

DEDUCT \$ _____

TO ALTERNATE NO. _____

ADD \$ _____

DEDUCT \$ _____

BID**(FORM OF PROPOSAL)**

Clay Electric Cooperative, Inc.
P.O. Box 308
Keystone Heights, Florida 32656

The undersigned, having visited the site of the proposed project and having become familiar with local conditions and the nature and extent of the work, and having carefully examined the drawings, specifications, agreement form, bond requirements and other Contract Documents prepared therefore by Brame Architects, Gainesville, Florida, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of:

Clay Electric Cooperative, Inc.
Lake City District Office
Lake City, Florida
(3702.060)

BASE BID: _____

(\$ _____)

UNIT PRICES: See Section 01270- Unit Prices

UNIT PRICE NO. "A": Unsuitable Soils Removal and Replacement.

(\$ _____)

TIME OF COMPLETION: The undersigned further proposes to construct the project within the guidelines set forth below, beginning after the contract has been executed by all parties thereto and Notice to Proceed is given to the Contractor; and states that this period of time is proposed in full understanding of the provisions in Paragraph 9.11, Supplementary Conditions.

A. 240 calendar days after the date of such Notice.

This time frame will begin after the contract has been executed by all parties thereto and Notice to Proceed is given to the Contractor; and the undersigned states that this period of time is proposed in full understanding of the provisions in Paragraph 9.11, Supplementary Conditions.

SUBSTITUTIONS: If the following substitutions for specified proprietary products, systems or materials, or of products or materials not meeting all requirements of the specifications, are accepted, in accord with the paragraph of INSTRUCTIONS TO BIDDERS entitled "Materials Figured in Bids," deduct the stated amount from the base bid:

Description, Model No. and Manufacturer of Item to be Substituted	Amount to be Deducted from Base Bid
_____	\$ _____
_____	\$ _____
_____	\$ _____

NOTE: If no substitutions are indicated in this proposal, it is presumed that all products, systems and materials included in this bid are those specified or will meet all conditions of the specifications. Substitutions as listed above will not be considered in the determination of the low bid.

EXAMINATION OF DOCUMENTS: The undersigned further states that he has examined all contract documents for this Work, including your Invitation to Bid.

RECEIPT OF ADDENDA: The undersigned acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

AGREEMENT: The bidder has agreed and does hereby agree:

1. That the above proposal shall remain in full force and effect for a period of 45 days after the time of the opening of this proposal; and that the bidder will not revoke or cancel this proposal nor withdraw from competition within the said period.
2. That if the bidder is the apparent low bidder, he will, within five consecutive calendar days after it is submitted, furnish to the Architect all required insurance forms and information, Performance Bond and Material and Labor Payment Bond, and proof of license as a general contractor.
3. That in the event the contract is awarded to this bidder, he will, within ten consecutive calendar days after it is submitted, enter into a written contract with the Owner, in accord with the accepted bid.

The undersigned further agrees that this proposal is made with the full understanding that you, as Owner, reserve the right to waive informalities in this bid.

IN WITNESS WHEREOF, the bidder has hereunto set his signature and affixed his seal, this day of _____, A.D. 2012.

_____(SEAL)
(Print in ink or Type Contractor's Name)

BY: _____

TITLE: _____

END OF SECTION C



SECTION D - LIST OF SUBCONTRACTORS**LIST OF SUBCONTRACTORS:**

(To be submitted on the Bidder's letterhead, placed in a sealed envelope and attached to Bidder's Proposal)

Date: _____

This list is attached to, and is an integral part of, the bid submitted by:

For the construction of:

Name: _____

Address: _____

Clay Electric Cooperative, Inc.
New District Office
Lake City, Florida
(3702.060)

The undersigned, hereinafter called "Bidder" lists below the name of subcontractors who will perform the segments of the work indicated.

SUBCONTRACT	NAME & ADDRESS OF SUBCONTRACTOR
1. SITEWORK/PAVING	_____
2. LANDSCAPING	_____
3. CONCRETE	_____
4. MASONRY WORK	_____
5. WOOD TRUSSES	_____
6. ROOFING & SHEET METAL	_____
7. MILLWORK	_____
8. DRYWALL/STUCCO	_____
9. CARPET/TILE/VCT	_____
10. PAINTING	_____
11. METAL BUILDING SYSTEM	_____
12. MECHANICAL	_____
13. PLUMBING	_____
14. ELECTRICAL	_____

END OF SECTION D

LIST OF SUBCONTRACTORS

D - 1



SECTION E - BID BOND

State of Florida
County of Alachua

KNOW ALL MEN BY THESE PRESENTS, that we

_____ (hereinafter called "Principal")

and _____

a Corporation chartered and doing business under the law of the State of _____ and authorized under the laws of the State of Florida to act as surety on bonds, as "Surety" (hereinafter called "Surety") are held and firmly bound unto the Owner in the sum of _____ DOLLARS (\$ _____)

lawful money of the United States of America, to be paid to the Owner for which payment well and truly to be made we bind ourselves, our successors and several respective heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus and means of transportation for the furnishing of all materials and labor for the following office facility in Alachua County:

**Clay Electric Cooperative, Inc.
New District Office
Lake City, Florida
(3702.060)**

AND WHEREAS, it was a condition, precedent to the submission of said bid that a bid bond in the amount of five (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if awarded the contract, enter into a written contract with the Owner, and furnish a contract price for the performance of said contract within ten (10) consecutive calendar days after written notice having been given of the award of the contract.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the proposal of the Principal herein be accepted and said Principal within ten (10) consecutive calendar days after written notice being given of such acceptance, enter into a written contract with said Owner then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the Owner and the Surety herein agrees to pay sum immediately upon demand of said Owner in good and lawful money of the United States of America as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the Principal and the Surety, respectively, have caused these presents to be duly executed under seal this ____ day of _____ A.D., 2012.

Signed, Sealed and Delivered
In the presence of:

(Surety's Corporate Seal)

_____(SEAL)
_____(SEAL)

BY: _____

END OF SECTION E

SECTION F - OWNER-CONTRACTOR AGREEMENT**F-1 FORM OF AGREEMENT**

Contract to be used for construction of this project will be AIA Document A- 101 entitled, "STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR," where the basis of payment is a STIPULATED SUM, 1997 EDITION.

Contract will be furnished in triplicate by the Architect office.

F-2 EXECUTION OF AGREEMENT

The Contractor shall execute all required forms of the Agreement and return within five (5) days of their receipt. Failure to return all forms correctly executed within five (5) days of receipt, without written extension by the Owner otherwise shall constitute an irregularity and deemed grounds, at the Owner's option, for rejection and forfeiture of the bid deposit or at the Owner's option, for the deduction on a day-for-day basis from the time allotted for completion of the work.

If the Contractor is a firm or company owned by an individual, the Agreement shall be executed in the name of the firm or company by the manual signature of the individual or sole proprietor.

If the Contractor is a partnership, the Agreement shall be executed in the name of the partnership by the manual signature of partner or partners.

If the Contractor is a corporation, the Agreement shall be executed in the name of the corporation and shall bear the corporate seal. It may be signed for the corporation by the president and attested by the Secretary; if signed for the corporation by any other officer than the President, the signature of such officer signing shall be attested by the Secretary, and the executed Agreement shall be accompanied by a duly authenticated document bearing the seal of the corporation, quoting the section of the by-laws of the corporation authorizing the Board of Directors to designate such officer and copy of the resolution designating and authorizing him to execute on behalf of the corporation. That document must contain a statement that the authority is in effect on the date of the execution of the Agreement. The same officer may not execute the Agreement and authenticate the document of authority.

If Contract is to be performed under the name of a subsidiary corporation, the Principals of the parent company will be asked to execute a personal guarantee.

END OF SECTION F



SECTION G - PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The Contractor shall furnish the Owner with a State of Florida 100% Payment Bond (for Labor and Materials) and a Performance Bond written by a Surety Company acceptable to the Owner and authorized to do business in the State of Florida and signed by a Florida Licensed Resident Agent.

The cost of the Bonds shall be borne by the Contractor. The Bonds shall be accompanied by a duly authenticated or certified document, evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the Bonds. In the usual case, conferring of that authority has occurred prior to the date of the Bonds, and the document showing the date of appointment and enumeration of the powers of the person executing the Bonds is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification cannot be earlier than the Agreement.

To be acceptable to the Owner as Surety for Bid Bonds, Performance Bond, and Payment Bonds, a Surety company shall comply with the following provisions:

1. The surety company must be admitted to do business in the State of Florida.
2. The surety company shall have been in business and have a record of successful continuous operations for at least five (5) years.
3. The surety company shall have at least the following minimum ratings:

Policy Holder's Required Financial Rating

Contract Amount		Rating*	(Best's Financial Rating)*
0	to	100,000	B Class VII
100,000	to	500,000	A Class VIII
500,000	to	750,000	A Class IX
750,000	to	1,000,000	A Class X
1,000,000	to	1,500,000	A Class XI
1,500,000	or more		A Class XII

*Best's Policyholder's Rating of "A" and "B" (which signifies A=Excellent and B=Good, based upon good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment) or an equivalent rating from the Insurance Commissioner if not rated by Best's.

4. The surety company shall not expose itself to any loss on any one risk in the amount exceeding 10% of its surplus to policy holders, except in instances where:
 - (a) Any risk or portion of any risk which shall have been reinsured in which case, these minimum requirements contained herein also apply to the reinsuring carrier. Such excess of ten percent (10%) assumed by the Insurance Commissioner to do such business in this state shall be deducted from the exposed loss on any risk in determining the limitation of risk prescribed in this section.
 - (b) In the case of a surety insurance company, there shall be deducted, in addition to the deduction for reinsurance, the amount assumed by any co-surety. The value

of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety.

EXECUTION OF BONDS

The Contract Bonds shall be executed on behalf of the Contractor in the same manner and by the same person who executed the Agreement.

END OF SECTION G

SECTION H - GENERAL CONDITIONS**GENERAL CONDITIONS, AIA DOCUMENT A201, 2007 EDITION**

General Conditions of the Contract for Construction, AIA Document A201 of the American Institute of Architects, Sixteenth Edition, 2007, except as eliminated, changed or modified in the basic contract or in other Contract Documents, by this reference are made a part of the Contract for Construction between the Owner and the Contractor. Copies of these AIA General Conditions are on file in the office of the Architect/Engineer and may be examined upon request.

END OF SECTION H



SECTION I - SUPPLEMENTARY CONDITIONS

MODIFICATIONS TO AIA GENERAL CONDITIONS: The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, Sixteenth Edition, 2007. Where any Article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS**1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS****1.2.1** Add the following to this subparagraph:

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

ARTICLE 2 OWNER**2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER****2.2.2** Add the following to this subparagraph:

As it relates to sanitary sewer and water utility services, the Owner shall pay any applicable capital facilities fees or front footage fees, tap fees, water meters, or other required equipment items related to services provided by the utility entity.

2.2.5 Delete this subparagraph in its entirety and substitute the following:

Owner will provide Contractor, free of charge, 10 sets of Drawings and Project Manuals. Additional sets are to be paid for by the Contractor.

ARTICLE 3 CONTRACTOR**3.5 WARRANTY**

Add the following subparagraph:

3.5.1 The warranty required by Paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.**3.14 CUTTING AND PATCHING**

Add the following subparagraph:

3.14.3 Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, sidewalks, landscape materials and other improvements that are damaged or removed due to Contractor's work, shall be patched, repaired, or replaced by the Contractor to the satisfaction of the Architect and authorities having jurisdiction. In the event that local authorities having jurisdiction require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

ARTICLE 5 SUBCONTRACTORS

5.4.2 Delete this subparagraph in its entirety.

ARTICLE 7 CHANGES IN THE WORK**7.3 CONSTRUCTION CHANGE DIRECTIVES**

7.3.7 In the first sentence of this subparagraph, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with Clauses 7.3.11 .1 through .10 below."

Add the following to the end of Subparagraph 7.3.7:

Costs shall not include any of the following:

- .6 Salaries or other compensation of the Contractor's personnel at the Contractor's office, including the field office, unless direct additional expenses have been incurred exclusively because of the change;
- .7 Expenses of the Contractor's offices, including the field office;
- .8 Any part of the Contractor's capital expenses, including interest on the Contractor's capital;
- .9 Costs due to the negligence of the Contractor, any Subcontractor, any Sub-subcontractor, anyone directly or indirectly employed by them, or for whose acts any of them may be liable, including but not limited to, the correction of defective or non-conforming Work, disposal of materials and equipment wrongly supplied, or making good any damage to property;
- .10 Overhead, general expense, and the cost of any item not specifically or reasonably inferable as included in the items described in 7.3.7.1 through 7.3.7.5.

Add the following Subparagraph 7.3.11 to 7.3:

7.3.11 In Subparagraph 7.3.7, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, 7-1/2 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 15 percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 7-1/2 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

ARTICLE 9 PAYMENTS AND COMPLETION

9.11 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The time of completion of the project is of great importance to the Owner. It is highly desirable that the project be completed and ready for occupancy at the earliest possible time. Work is to commence when the Contractor is given written Notice to Proceed and is to be substantially complete within the following schedule:

- A. 240 calendar days to Substantial Completion and 30 days thereafter for Final Completion after the date of such Notice.

The Contractor is to furnish sufficient forces, construction plant and equipment, and to work such hours, including overtime operations, as may be necessary to insure the prosecution of the work, to allow the substantial completion of the project within the specified time. Normal inclement weather will not be sufficient reason to allow an extension of time on the project. Only exceptional weather conditions, acts of God which might cause delay in the work or other factors outlined in Paragraph 8.3.1 of AIA General Conditions will be considered as justifiable reasons for an extension of time.

Failure on the part of the Contractor to comply with the conditions of the basic Contract concerning the time in which the work is to be completed will be considered by the Owner as a justifiable reason to invoke the conditions of Article 14, Paragraph 14.2, of AIA General Conditions, relating to termination; or, at its sole option, to avail itself of the rights under the following paragraph concerning liquidated damages.

Bidders are informed that the following paragraphs concerning liquidated damages will be inserted in the basic Contract:

Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the Owner, and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not substantially completed as herein defined within the time fixed herein or within such further time, if any, as shall be allowed for such performance of completion in accordance with the provisions of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for such delay and not as a penalty, \$1,175.00 per day for each and every calendar day after the date fixed for such substantial completion for the project, until such substantial completion shall have been fully accomplished.

It is also further agreed that if the work is not finally completed, without justifiable cause and extension of time by the Owner, within 30 days after substantial completion, the Contractor shall pay to the Owner, as liquidated damages for such delay, 50% of the rate indicated above.

This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract, as provided in Article 14.2 of AIA General Conditions or elsewhere in the Contract Documents; and the Owner's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages, in the amounts hereinbefore set out. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor under said Article 14.2 of AIA General Conditions and shall not exclude recovery of damages by the Owner under other provisions of the Contract, except for the Contractor's delays.

ARTICLE 11 INSURANCE AND BONDS**11.1 CONTRACTOR'S LIABILITY INSURANCE****11.1.1** Add the following sub-subparagraphs:

- .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
- Premises Operations (including X, C and U coverages as applicable).
 - Independent Contractors' Protective.
 - Products and Completed Operations.
 - Personal Injury Liability with Employment Exclusion deleted.
 - Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
 - Owned, non-owned and hired motor vehicles.
 - Broad Form Property Damage including Completed Operations.
- .10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

Add the following Clause 11.1.2.1 to 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law.

1. Workers' Compensation:

- | | |
|--|----------------------------------|
| (a) State (comply with Chapter 440, Florida Statutes): | Statutory |
| (b) Applicable Federal (e.g., Longshoremen's): | Statutory |
| (c) Employer's Liability: | \$100,000 per Accident |
| | \$500,000 Disease, Policy Limit |
| | \$100,000 Disease, Each Employee |

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

- | | |
|---|-----------------|
| (a) Bodily Injury: | |
| \$500,000 | Each Occurrence |
| \$1,000,000 | Aggregate |
| (b) Property Damage: | |
| \$200,000 | Each Occurrence |
| \$400,000 | Aggregate |
| (c) Products and Completed Operations to be maintained for 2 years after final payment: | |

\$500,000 Bodily Injury and \$200,000 Property Damage Aggregate

(d) Property Damage Liability Insurance shall provide X, C and U coverage.

(e) Broad Form Property Damage Coverage shall include Completed Operations.

3. Contractual Liability:

(a) Bodily Injury:

\$500,000 Each Occurrence

\$1,000,000 Aggregate

(b) Property Damage:

\$200,000 Each Occurrence

\$400,000 Aggregate

4. Personal Injury, with Employment Exclusion deleted:

\$500,000 Aggregate

5. Business Auto Liability (including owned, non-owned and hired vehicles):

(a) Bodily Injury:

\$500,000 Each Person

\$500,000 Each Occurrence

(b) Property Damage:

\$100,000 Each Occurrence

6. If the General Liability coverages are provided by a Commercial Liability policy, the:

(a) General Aggregate shall be not less than \$1,000,000.

(b) Fire Damage Limit shall be not less than \$50,000 on any one Fire.

(c) Medical Expense Limit shall be not less than \$5,000 on any one person.

11.1.3 Add the following sentences to Subparagraph 11.1.3:

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25S will be acceptable.

The Owner shall be a named insured and so indicated on the Certificate.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.6 INTEREST

13.6.1 Add the following sentence to this paragraph:

Interest shall be paid in certain cases as provided by Section 215.422, Florida Statutes.

Add the following subparagraph:

13.6.2 The Contractor shall be required to pay interest to Subcontractors and Suppliers in certain cases where payments are not within the time constraints of Section 287.0585, Florida Statutes.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 Delete this paragraph and replace with the following:

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

END OF SECTION I

SECTION J - PAYMENT FORMS**FORM FOR CERTIFICATE FOR PARTIAL PAYMENT**

Date _____ For Period Ending _____ Payment No. _____

CONTRACTOR: _____

CONTRACT FOR: Clay Electric Cooperative, Inc.
 New District Office
 Lake City, Florida

Original Contract Sum	\$ _____	Contract Time	_____	Cal. Days
Additions to Date	_____	Author. Extension	_____	Cal. Days
Total	\$ _____	Pending Requests	_____	Cal. Days
Deductions to Date	_____	Time Lapsed to Date	_____	Cal. Days
Adjusted Contract Sum	\$ _____			

WORK PERFORMED TO DATE \$ _____

MATERIAL SUITABLY STORED

(Itemized list of materials attached)

TOTAL TO DATE \$ _____

Less Retainage @ 10% \$ _____

Less Previous Payments _____

TOTAL DEDUCTIONS _____

DUE THIS PAYMENT \$ _____

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Certificate are correct and that all Work has been performed and material supplied in full accord with the terms and conditions of the contract. I further certify that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Date _____ Contractor _____

NOTARIZATION:

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public: _____

My Commission expires: _____

CERTIFICATION OF ARCHITECT/ENGINEER: I certify that I have checked and verified this Certificate; that, to the best of my knowledge and belief, based on on-site observations and the data comprising the above application, the Work has progressed to the point indicated; the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the amount certified.

Amount Certified \$ _____

Date _____ Architect/Engineer _____

APPROVED FOR PAYMENT:

Owner _____

Date _____ By _____

(Use this form as a GUIDE, expanding to show, in detail, each other trade, using appropriate units for each.)

SCHEDULE OF VALUES

Project Name Clay Electric Cooperative, Inc. – Lake City District Office, Lake City, Florida

Contractor's Name _____ Date _____

Div. No.	Description of Work	Unit Qty.	Contract Value			Completed to Date
			Material	Labor	Total %	
1	General Conditions					
	A. Insurance					
	B. Temporary Bldgs.					
	C. Cleanup of Work					
	D. Other					
2	Site Work					
	A. Site Preparation					
	B. Earthwork					
	C. Soil Treatment					
	D. Landscaping					
	E. Paving					
	F. Site Utilities					
	G. Cleanup & Fin. Grading					
3	Concrete					
Etc.	(Give Similar Breakdown)					
15	Mechanical					
	A. Rough-in Plumbing					
	B. Fixtures & Floor Drains					
	C. AC Ducts, Grilles					
	D. AC, Heat. & Cont. Equip.					
16	Electrical					
	A. Panels					
	B. Fixtures					
	C. Wiring Devices					
	D. Conduit & Wire					
	E. Boxes & Fittings					
	F. Alarm & Signal System					
TOTALS						

Subcontractors who have performed on-site labor this month and are included in this request are as follows:

_____	_____
_____	_____
_____	_____

END OF SECTION J

SECTION L - CONTRACT SPECIFICATIONS AND DRAWINGS

SPECIFICATIONS: Broadly defined the specifications include all data bound together or referenced within the Project Manual, including Instructions to Bidders, Bid Form, List of Subcontractors Form, General Conditions, Supplementary Conditions, detailed Technical Specifications and all Addenda thereto. The Project Manual is entitled:

Clay Electric Cooperative, Inc.
Lake City District Office
Lake City, Florida
(3702.060)

The Project Manual is dated February 07, 2012. The contents are as shown in the Table of Contents.

DRAWINGS: The drawings or reproductions thereof, pertain to the work to be performed and have been prepared or approved by the Architect/Engineer. The drawings consist of the following sheets dated February 07, 2012.

<u>NUMBER</u>	<u>TITLE</u>
A0.0	COVER SHEET, INDEX & LOCATION MAP
C0.00	CIVIL COVER SHEET
C0.10	DEVELOPMENT PLAN
C1.00	DIMENSION PLAN
C2.00	PRE-DEVELOPMENT STORM WATER PLAN
C3.00	PAVING, GRADING AND DRAINAGE PLAN
C3.10	STORM WATER BASIN DETAILS
C3.20	PAVING, GRADING, AND DRAINAGE DETAILS & NOTES
C4.00	STORMWATER POLLUTION PREVENTION PLAN
C4.10	MASTER EROSION & SEDIMENTATION CONTROL DETAIL PLAN
C5.00	UTILITY PLAN
C5.20	SANITARY SYSTEM DETAILS
C5.30	UTILITY DETAILS
C6.00	DIMENSION PLAN
C6.10	MAINTENANCE OF TRAFFIC PLAN
C6.20	DEMOLITION PLAN
C6.30	DIMENSION, STRIPPING AND SIGNAGE PLAN
C6.40	PAVING, GRADING AND DRAINAGE PLAN
C1 OF 3	BOUNDARY AND TOPOGRAPHIC SURVEY OVERALL
C2 OF 3	BOUNDARY AND TOPOGRAPHIC SURVEY PART 1
C3 OF 3	BOUNDARY AND TOPOGRAPHIC SURVEY PART 2
LS-1	LANDSCAPE PLAN
A0.1	ABBREVIATIONS, INTERIOR SIGNAGE & TYP. MOUNTING HEIGHTS
A1.1	FLOOR PLAN
A1.2	GARAGE FLOOR PLAN, ELEVATIONS & BUILDING SECTION
A2.1	DOOR & WINDOW ELEVATIONS; DOOR & FINISH SCHEDULES

A2.2	DOOR & WINDOW DETAILS
A2.3	DOOR & WINDOW DETAILS
A3.1	EXTERIOR BUILDING ELEVATIONS
A3.2	ELEVATIONS OF SCREEN WALLS
A4.1	BUILDING SECTIONS
A4.2	WALL SECTIONS
A4.3	WALL SECTIONS
A4.4	WALL SECTIONS
A4.5	WALL SECTIONS
A4.6	WALL SECTIONS
A5.1	INTERIOR ELEVATIONS
A5.2	ENLARGED PLAN OF CUSTOMER SERVICE & DETAILS
A5.3	ENLARGED PLAN OF CASHIER & DETAILS
A5.4	INTERIOR ELEVATIONS & DETAILS
A6.1	REFLECTED CEILING PLAN & DETAILS
A7.1	ROOF PLAN & ROOF DETAILS
A7.2	ROOF DETAILS
S0.1	STRUCTURAL FOUNDATION NOTES & DETAILS
S0.2	STRUCTURAL DETAILS
S1.1	FOUNDATION PLAN
S2.1	ROOF FRAMING PLAN
S2.2	TRUSS PROFILES
S2.3	TRUSS PROFILES
M0.10	LEGEND NOTES SCHEDULES AND DETAILS - MECHANICAL
M1.10	FLOOR PLAN AND CONTROL DIAGRAM - MECHANICAL
P0.10	LEGEND NOTES ABBREVIATIONS AND DETAILS - PLUMBING
P0.20	SITE PLAN - PLUMBING
P1.10	FIRST FLOOR PLAN - PLUMBING
E0.1	ELECTRICAL LEGEND
E0.2	SITE PLAN - ELECTRICAL
E1.10	FLOOR PLAN - POWER
E1.11	FLOOR PLAN - LIGHTING
E1.12	FLOOR PLAN - FIRE ALARM
E1.13	FLOOR PLAN - GARAGE ELECTRICAL
E2.0	SINGLE LINE DIAGRAM
E3.0	ELECTRICAL SCHEDULES
E3.1	ELECTRICAL SCHEDULES
E4.0	ELECTRICAL DETAILS
T0.1	TELCOM LEGEND & DETAILS
T0.2	SITE PLAN - TELCOM
T1.0	FLOOR PLAN - TELCOM

END OF SECTION L